

[To be Stamped as an Agreement, not to be attested]

SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT

THIS SUPPLEMENTARY SAFE DEPOSIT LOCKER AGREEMENT IS MADE BETWEEN THE BANK AND ITS CUSTOMER AS STATED IN THE SCHEDULE HERETO (THE “SUPPLEMENTARY AGREEMENT”).

The expression “the Bank” shall include its successors, administrator and assigns and the expression “the Customer” shall include, when the Customer is:

- (a) one or more individuals, his/ her/ their heirs(s), executor(s), administrator(s) and legal representative(s);
- (b) a proprietorship firm, the proprietor and his/ her heirs(s), executor(s), administrator(s) and legal representative(s);
- (c) a partnership firm, such firm and its successor, such firm’s partners, the survivor or survivors among them and the heir(s), executor(s), administrator(s), legal representative(s) of each one of them;
- (d) a Hindu Undivided Family (HUF), its members and their survivor(s), legal heir(s), executor(s), administrator(s) and legal representative(s); and
- (e) a limited company, its successors.

(The Bank and the Customer are each referred to as a “**Party**” and collectively as “**Parties**”)

WHEREAS:

- (A) The Customer being desirous to avail of the safe deposit locker facility, had approached the Bank for such facility;
- (B) The Bank was agreeable to provide to the Customer the safe deposit locker facility subject to certain terms and conditions;
- (C) The Parties had entered into an agreement dated: _____ (‘**Original Agreement**’) and an agreement dated: _____ (‘**Amendment Agreement**’) (both the Original Agreement and the Amendment Agreement are hereinafter referred to as ‘**Agreements**’) setting out the understanding between them in this regard.
- (D) The Parties are now desirous to supplement the Original Agreement and the Amendment Agreement by this Supplementary Agreement.

NOW THEREFORE THIS SUPPLIMENTARY AGREEMENT IS MADE AS FOLLOWS

1. ADDITION OF A NEW CLAUSE IN THE AMENDMENT AGREEMENT

A new clause reading as follows shall stand added to the Amendment Agreement:

1. A CUSTOMER'S RIGHTS

- (a) The Customer shall have, subject to terms of this agreement, a right to use the Locker for keeping belongings and expect reasonable care by the Bank for protecting such belongings and in case of the Bank's failure to do so, avail of such remedies as may be available from time to time under the applicable law and regulations.
- (b) The Bank acknowledges the Customer's rights as may prevail from time to time under the applicable law and regulations.

2. OMISSION IN CLAUSE 4.1 OF THE AMENDMENT AGREEMENT

The Word "fire" in Clause 4.1 of the Amendment Agreement shall stand deleted and the said Clause 4.1 of the Amendment Agreement shall read as follows:

4.1 The Bank shall not be liable in any case for deterioration or damage to the contents of the Locker whether caused by rain, flood, earthquake, lighting, civil disturbance or commotion, riot or war or in the event of any terrorist attack or by any other similar cause(s).

3. This Supplementary Agreement shall be deemed to have come into effect from the date of execution of the Original Agreement.

4. This Supplementary Agreement is supplementary to and not in derogation of the Agreements and shall be read as forming an integral part of the Agreements.

5. Except as expressly modified by this Supplementary Agreement, all other terms of the Agreements shall continue to be fully valid, binding and subsisting.

6. LAW AND JURISDICTION

This Agreement is made subject to Indian law and all matters arising out of it shall be subject to the jurisdiction of courts at the place where the Bank is situated or in the jurisdiction of which the Bank falls.

-Please turn over-

SCHEDULE

PARTIES TO THIS AGREEMENT		
1(A)	THE BANK	State Bank of India , incorporated under State Bank of India Act, 1955, and operating in these presents through its branch as stated below.
	BRANCH NAME AND ADDRESS	
1(B)	THE CUSTOMER	NAME AND ADDRESS:
		1 Name: Address: Email ID: Telephone Number: Mobile Number:
		2 Name: Address: Email ID: Telephone Number: Mobile Number:
		3 Name: Address: Email ID: Telephone Number: Mobile Number:
2	DESCRIPTION OF LOCKER	LOCKER NUMBER:
		KEY NUMBER:
		LOCKER SIZE:
3	LOCKER RENT PER YEAR	Rs. (in figures): _____ Rupees (in words): _____ (As may be revised from time to time) (Payable in advance)
4	OTHER CHARGES	a) One time Registration Charge b) Locker Visit Charge d) Locker Rent Overdue Charge
5	PERIOD OF LICENCE	1 (One) year from the date of this Agreement which at the end of such one year shall stand automatically extended for a further period of 1 (one) year every time unless terminated in terms hereof.
6	OPERATING MANDATE	
7	ANY OTHER TERM	

IN WITNESS WHEREOF, the Parties hereto have executed this Supplementary Agreement.

For the Customer			
	1	2	3
Signature			
Name			
Designation/ Capacity*			
Place:			
Date:			

(*in case where the Customer is non individual/ not signing in person)

For the Bank [Bank Name/ Branch Name]:
Signature:
Name of the signatory:
Designation:
Place:
Date:
